

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.02-029**  
**ANNUAL REQUIREMENTS FOR**  
**PHOTOGRAPHY SERVICES FOR**  
**PARKS & RECREATION YOUTH SPORTS PROGRAMS**

**DATE:** February 24, 2004

**CONTRACT PERIOD:** April 1, 2004 thru March 31, 2005

**CONTRACTOR:** Lifetouch National School Studios  
3043 North 70<sup>th</sup> St., Suite #1  
Lincoln, NE 68507

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Martin Schneider  
**Telephone No.:** 402/466-9417  
**FAX No.:** 402/466-9401  
**E-Mail:** lincoln@lifetouch.com

---

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER ATTACHED RENEWAL AGREEMENT FOR SERVICES**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #69615  
Dated: 02/20/04

## AGREEMENT

WITNESS the agreement by and between the CITY OF LINCOLN, NEBRASKA, a Municipal Corporation hereinafter referred to as "City" and Lifetouch N.S.S., hereinafter referred to as "Contractor(s)."

WHEREAS, City operates a number of youth sports leagues throughout the year and desires to offer participants an opportunity to have team/individual photos taken.

WHEREAS, Contractor(s) is experienced in the photography business, is able to provide such service and is desirable for the conducting of such service.

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein, the parties hereto agree as follows:

1. The term of this agreement shall be from 2002 through 2003 with option to renew for two (2) additional one (1) year terms upon mutual agreement between the parties hereto.
2. Contractor(s) agrees to indemnify and hold harmless and defend the City of Lincoln, Nebraska, and its officers, agents, servants and employees from and against all losses, claims, damages and expenses including attorney's fees arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property.
3. Contractor(s) agrees to furnish liability insurance for the operation under such permit. Such insurance coverage shall be in the minimum amounts of five hundred thousand dollars (\$500,000) for the injury or death of any number of persons per occurrence, and one hundred thousand (\$100,000) for property damage per occurrence; and both the person or organization and the City shall be insured thereunder. A certificate of insurance shall be filled and approved as to form by the City Attorney before the commencement of such use, and shall provide that it cannot be canceled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk.
4. Contractor(s) agrees to pay the City \$1.00 per pkg. ~~% of the gross sales~~. The City is not responsible to pay Contractor(s) for any cost or charge whatsoever. The payments to the City are to be made within sixty (60) days of each Scheduled "Picture Day".
5. Contractor(s) agrees to provide participants with order forms and any other informational material that would be needed for participants to be aware of the service and to place an order. Contractor(s) further agrees to collect fees for photo orders of Parks and Recreation Department programs at the time team/individual pictures are taken on park property. Contractor(s) agrees to be responsible for all merchandise vended pursuant to this Agreement and to assume all risk for participant satisfaction with the product, collection of all fees, delivery of product, loss on any orders or any other product related issues that may arise.

6. City agrees to provide appropriate space to set up and take photographs on park property, to include information in mailings or flyers and to schedule a "Picture Day" for Contractor(s) to provide this service.

7. City will furnish list of participants to Contractor(s) upon request. Contractor(s) shall furnish to Parks and Recreation a list of all participants who choose to purchase photos/photo packages.

8. City agrees to allow vendor to collect fee for their service on City property at the time photos are taken.

9. Contractor(s) will furnish sufficient numbers and quality of equipment and staff to provide service in a professional, timely manner.

10. Contractor(s) will furnish proof of qualifications to provide photography service. The Contractor(s) or an appointed photographer shall serve as photographer for all scheduled "Picture day" events.

11. Contractor(s) shall submit, in final draft from a copy of all promotional, informational, and ordering material for approval prior to its being distributed.

12. Contractor(s) will be required to provide at least one (1) "Picture Day" for each sport league season. Season dates will be determined by the Parks and Recreation Department and will be furnished to the Contractor(s).

13. Contractor(s) shall display no advertising on Park property other than approved signage at the site of the "Picture Day" during the time of the "Picture Day" activities.

14. Contractor(s) further agree to support and adhere to the policies, rules, directions and regulations of the Parks and Recreation Department.

15. City reserves the right to exercise general supervision and control during the "Picture Day". Contractor(s) shall conduct all operations, and all photography services in conformity with laws of the State of Nebraska and the ordinances of the City of Lincoln, and Contractor(s) shall immediately report any unlawful conduct by participants at the "Picture Day" events to the Parks and Recreation Department.

16. Contractor(s) shall not discriminate against any person because of race, color, religion, sex or national origin in any operations set forth herein or connected therewith.

17. Any official of the City may be present at the "Picture Day" event for inspection purposes.

18. City assumes no responsibility for the property of the Contractor(s) including no responsibility for loss from fire, theft, pilferage or malicious mischief.

6. City agrees to provide appropriate space to set up and take photographs on park property, to include information in mailings or flyers and to schedule a "Picture Day" for Contractor(s) to provide this service.
7. City will furnish list of participants to Contractor(s) upon request. Contractor(s) shall furnish to Parks and Recreation a list of all participants who choose to purchase photos/photo packages.
8. City agrees to allow vendor to collect fee for their service on City property at the time photos are taken.
9. Contractor(s) will furnish sufficient numbers and quality of equipment and staff to provide service in a professional, timely manner.
10. Contractor(s) will furnish proof of qualifications to provide photography service. The Contractor(s) or an appointed photographer shall serve as photographer for all scheduled "Picture day" events.
11. Contractor(s) shall submit, in final draft from a copy of all promotional, informational, and ordering material for approval prior to its being distributed.
12. Contractor(s) will be required to provide at least one (1) "Picture Day" for each sport league season. Season dates will be determined by the Parks and Recreation Department and will be furnished to the Contractor(s).
13. Contractor(s) shall display no advertising on Park property other than approved signage at the site of the "Picture Day" during the time of the "Picture Day" activities.
14. Contractor(s) further agree to support and adhere to the policies, rules, directions and regulations of the Parks and Recreation Department.
15. City reserves the right to exercise general supervision and control during the "Picture Day". Contractor(s) shall conduct all operations, and all photography services in conformity with laws of the State of Nebraska and the ordinances of the City of Lincoln, and Contractor(s) shall immediately report any unlawful conduct by participants at the "Picture Day" events to the Parks and Recreation Department.
16. Contractor(s) shall not discriminate against any person because of race, color, religion, sex or national origin in any operations set forth herein or connected therewith.
17. Any official of the City may be present at the "Picture Day" event for inspection purposes.
18. City assumes no responsibility for the property of the Contractor(s) including no responsibility for loss from fire, theft, pilferage or malicious mischief.

19. This Agreement shall not be assigned or sublet by Contractor(s) except upon the express written permission from the City.

20. For good cause, such as continued absenteeism, misconduct by the Contractor(s) or failure to comply with the terms and conditions of this Agreement, the City may upon written notice deliver to Contractor(s) in person or Contractor(s) residence, termination of the agreement in regard to aforementioned services within three (3) days, without further liability to the City.


21. Contractor(s) shall be considered to be an independent contractor under and by virtue of the terms of this Agreement.

Dated this 28<sup>th</sup> day of March, 2002.

APPROVED:

Martin Schick 2/4/02  
Contractor Date

Don Wasely  
Mayor Date

Witness  
  
[Signature] 3/29/02  
Date

*Lifetouch*

NATIONAL SCHOOL

STUDIOS

Employee Owned

**Parks & Recreation  
Photography Contract**

**PARK / REC INFORMATION:**

Name \_\_\_\_\_ Athletic Program Supervisor \_\_\_\_\_

Address \_\_\_\_\_ City Lincoln County Lancaster

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Person in Charge \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**PROGRAM INFORMATION:**

PROGRAM: ☐ Fall ☐ Spring ☐ Other (Specify \_\_\_\_\_)

TYPE: ☒ Prepay ☐ Family Approval ☐ Other (Specify \_\_\_\_\_)

Picture Date: \_\_\_\_\_ Confirmed ☐ Yes ☐ No Photographers Marty Schneider  
Merritt Houk

League Hours: \_\_\_\_\_ to \_\_\_\_\_ Program Starts: \_\_\_\_\_ Money Handled By: ☐ Coach

Age of players: \_\_\_\_\_ ☒ Photographer

**PACKAGES:**

**A**

**B**

**C**

**GO**

**BONUS Pkgs.**

8x10 \_\_\_\_\_

8x10 \_\_\_\_\_

8x10 \_\_\_\_\_

1-5x7 Color Team  
Photo & Folder  
Only

#1 Trophy Cards \$ 11.00

5x7 1

5x7 \_\_\_\_\_

5x7 \_\_\_\_\_

w/ Trophy Cards \$ 17.00

#2 8-2x3 Wallets \$ 8.00

5x7 1  
Team

5x7 1  
Team

5x7 1  
Team

w/o Trophy Cards \$ 6.00

#3 2 Photo Buttons \$ 9.00

3x5 2

3x5 4

3x5 2

CITY PROFIT \$ 1.00

#4 Magazine Cover \$ 11.00

2x3 8

2x3 \_\_\_\_\_

2x3 \_\_\_\_\_

#5 Photo Magnet \$ N/A

Wallets  
\$ 30.00

Wallets  
\$ 27.00

Wallets  
\$ 22.00

With Trophy Cards \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

OTHER SERVICES: \_\_\_\_\_

w/o Trophy Cards \$ 19.00

\$ 16.00

\$ 11.00

CITY PROFIT \$ 1.00

\$ 1.00

\$ 1.00

This Agreement is for \_\_\_\_\_ Seasons

Marty Schneider  
Lifetouch National School Studios Representative

Accepted by City Representative

Date

Phone: 466-9417

Title: \_\_\_\_\_

3043 North 70th  
Lincoln, Ne. 68507

# LINCOLN PARKS & RECREATION YOUTH SPORTS

## ATTENTION:

We will be photographing your team/group and offering the packages described below. Please complete the information, choose the package(s) you want, enclose your money and bring the envelope with you on photo day.

### MEMORY MATE PRODUCTS

With trophy cards

w/o trophy cards

**A** 1-5x7 Color Team Photo & Combo Folder \$ 30.00 \$ 19.00  
2-3x5's, 8-2x3's Individual Portraits [3005+380+M53]

**B** 1-5X7 Color Team Photo & Combo Folder \$ 27.00 \$ 16.00  
4-3x5's Individual Portraits [302+380+M53]

**C** 1-5X7 Color Team Photo & Combo Folder \$ 22.00 \$ 11.00  
2-3x5's Individual Portrait [3001+380+M53]

**GO** 1-5X7 Color Team Photo & Folder \$17.00 \$ 6.00  
[380+M5]

### BONUS (must be purchased with one (1) of the above)

#1 8-Trophy Cards (1-DC) \$11.00

#2 2-Photo Buttons (1-PB) \$ 9.00

#3 1-Magazine Cover (1-MC) \$ 11.00

#4 8-2x3 Wallets (2002) \$ 8.00

**All Photographs carry a money-back guarantee.**

Questions? Please call Lifetouch at (402) 466-9417

between 8:00am and 3:30pm Monday - Friday

\* A portion of the proceeds is directed into Lincoln Park & Recreation Youth Sports programs